



DEMOCRATIC NATIONAL COMMITTEE

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October 31, 2002

Ms. Antoniette Kitchen  
Senior Reports Analyst  
Federal Election Commission  
999 E St. NW  
Washington, D.C. 20463

Dear Ms. Kitchen:

Please find enclosed a Form C-1 (October quarterly report) for the 2004 Democratic National Convention Committee, Inc. (FEC Identification No: C00381244).

Please call me at 202-863-8000 if you have any further questions.

Sincerely,

Bradley K. Marshall  
Assistant Treasurer

**SCHEDULE C-1 (FEC Form 4)****LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**Supplementary for  
information found on  
Page 6 of 6 of Schedule C

Federal Election Commission, Washington, D.C. 20463

Name of Committee (in Full)

FEC IDENTIFICATION NUMBER

**2004 DEMOCRATIC NATIONAL CONVENTION COMMITTEE, INC.****C00381244****LENDING INSTITUTION (LENDER)**

Full Name

**BANK OF AMERICA, NA**

Amount of Loan

**750000.00**

Interest Rate (APR)

**Prime+1.00 %**

Mailing Address

**REGIONAL CENTER, VA2-125-04-01  
P.O. BOX 27025**

Date Incurred or Established

**08****09****2002**

Date Due

**08****30****2003**

City

**RICHMOND**

State

**VA**

Zip Code

**23261-7025**

A. Has loan been restructured?

☒ No☐ Yes

If yes, date originally incurred:

B. If line of credit,

Amount of this Draw:

**850000.00**

Total

Outstanding

Balance:

**350000.00**

C. Are other parties secondarily liable for the debt incurred?

☒ No☐ Yes

(Endorsers and guarantors must be reported on Sch. C)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?

☐ No☒ Yes

if yes, specify:

**Public Funds**

What is the value of this collateral?

**1500000.00**Does the lender have a perfected security interest in it? ☐ No ☒ YesE. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? ☒ No ☐ Yes if yes, specify:

What is the estimated value?

**0.00**

A depository account must be established pursuant to 11 CFR 100.7(b)(1)(i)(B) and 100.8(b)(12)(i)(B).

Date account established:

**08 09 2002**

Location of account

Address:

City, State, Zip:

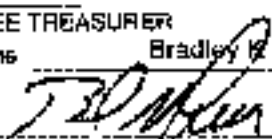
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

**G. COMMITTEE TREASURER**

Typed Name

**Bradley R Marshall**

Signature



DATE

**10 17 2002**

H. Attach a signed copy of the loan agreement.

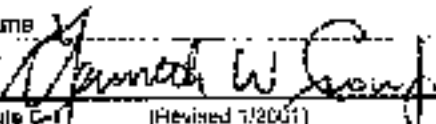
**I. TO BE SIGNED BY THE LENDING INSTITUTION:**

- I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of this loan are accurate as stated above.
- II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
- III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(1)(i) and 100.8(b)(12) in making this loan.

**AUTHORIZED REPRESENTATIVE**

Typed Name

Signature



Title

**Senior Vice President**

DATE

**10 17 2002**

## COMMERCIAL NOTE SECURED

\$750,000.00

Washington, D.C.  
August 9, 2002

FOR VALUE RECEIVED, the undersigned, 2004 Democratic National Convention Committee, Inc., (the "Borrower"), a nonprofit District of Columbia corporation with an office and principal place of business in the District of Columbia, promises to pay to the order of Bank of America N.A. (the "Bank"), at its offices at 730 15th Street, NW, Washington, D.C. 20005-1012, the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (or such lesser amount as shall equal the aggregate unpaid principal amount of the advances made by the Bank pursuant to the Agreement defined below) together with interest on any and all principal amounts remaining unpaid hereunder from time to time. Payments of the principal hereunder shall be made to the Bank by the Borrower at its maturity on August 30, 2003.

Interest shall be paid upon the aggregate unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Bank's prime rate of interest published by the Bank from time to time as its "prime rate" ("the Prime Rate"), plus one percent (1%). Borrower acknowledges that the Prime Rate is not intended to be the lowest rate of interest charged by the Bank on any extension of credit to any customer. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payments of interest shall be made to the Bank, at its offices, on the last day of each month commencing with the month in which the first advance is made hereunder and continuing until this Note has been paid in full.

Upon failure of Borrower to make any payment of principal or interest within 10 days after the due date thereof, Borrower agrees to pay a late charge equal to five percent (5%) of the total amount of the delinquent payment. In the event that Borrower fails to pay any amount of principal or any other amount (other than interest) payable by it hereunder when due, whether by acceleration, at the stated maturity, or otherwise, then Borrower shall pay interest on any such amount, until the same is paid in full, at a default interest rate per annum equal to the Prime Rate plus six percent (6%).

This Note is issued pursuant to a certain Credit and Security Agreement (the "Agreement"), dated this date, referred to above, among the Borrower, the Bank and the other parties named therein, and is entitled to the benefits thereof, including, without limitation provisions for prepayment, for payment of costs of enforcement, for late charges and a default rate of interest, for acceleration upon the occurrence of certain Events of Default, and for security interests, all as stated in the Agreement. The Borrower waives presentment, demand, notice of dishonor and notice of protest.

2004 DEMOCRATIC NATIONAL  
CONVENTION COMMITTEE, INC.

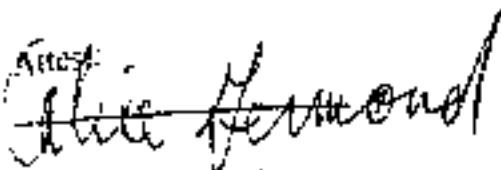
BY: 

Terry McAuliffe  
President

By: 

Andrew Tobias  
Treasurer

Attest:



## CREDIT AND SECURITY AGREEMENT

This Credit and Security Agreement ("Agreement") is entered into as of this 9th day of August, 2002, by and among 2004 Democratic National Convention Committee, Inc. ("Borrower"), a District of Columbia nonprofit corporation with an office and principal place of business at 430 South Capitol Street, S.E., Washington, D.C. 20003, DNC Services Corporation ("Federal"), a District of Columbia non-profit corporation with the same principal place of business as Borrower, the Democratic National Committee ("DNC"), an unincorporated association also with the same principal place of business as Borrower, and Bank of America, N.A., a national banking association, with offices at 730 15th Street, NW, Washington, D.C., 20005 (hereinafter called the "Bank").

## PRELIMINARY STATEMENT

Borrower is a corporation established by DNC as a convention committee pursuant to 11 CFR § 9008.3 to conduct the day to day arrangements for the Democratic Party's year 2004 presidential nominating convention. Federal is a corporation that owns the federally related assets used in the operation of the DNC. Borrower, DNC and Federal have requested that the Bank extend a secured line of credit to the Borrower in an amount of \$750,000. The Bank is prepared, subject to the terms and conditions of this Agreement, to provide such a line of credit to Borrower.

NOW THEREFORE, the Bank, Borrower, DNC and Federal hereby agree as follows:

## ARTICLE I

Section 1.1. Line of Credit. The Bank agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from the Closing Date to and including August 29, 2003 (the "Availability Period"), in the aggregate amount outstanding at any time not to exceed \$750,000. The Bank's agreement to make such Advances shall be referred to herein as the "Line of Credit." The Bank may in its sole discretion extend the Availability Period by written notice delivered to the Borrower. Advances under the Line of Credit will be evidenced by a promissory note in the form attached hereto as Exhibit A.

Section 1.2. Making the Advances. Advances under the Line of Credit will be made upon written notice from Borrower to the Bank, to the attention of Kenneth W. Crow, Jr. (or to the attention of such other person as the Bank may designate from time to time pursuant to Section 6.2), specifying the amount requested. If notice is received by the Bank prior to 12:00 noon Eastern Time (standard or daylight, as in effect) on any Business Day, the requested additional Advance will be available to such Borrower the same day. If notice is received after 12:00 noon Eastern Time, the requested additional Advance will be available the following Business Day.

Section 1.3. Use of Proceeds. Proceeds of Advances shall be used to finance the organizational and development expenses related to the year 2004 Democratic National Convention.

Section 1.4. Interest and Repayment. The Borrower shall repay the principal amount outstanding under the Note at its maturity on August 30, 2003. Borrower may make prepayments under the Note at any time without premium or penalty. Borrower shall further pay to the Bank interest upon the aggregate unpaid principal amount under the Note, payable on the last day of each calendar month and at maturity, commencing with August 2002, and continuing until the Note has been paid in full, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the rate established by the Bank from time to time as its "prime rate" ("the Prime Rate"), plus one percent (1%). Borrower acknowledges that the Prime Rate is not intended to be the lowest rate of interest charged by the Bank on any extension of credit to any customer. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. In the event of any dispute as to the Prime Rate, a certificate executed by any Senior Vice President of the Bank stating the percent per annum constituting the Prime Rate and the date of its effectiveness shall be conclusive absent manifest error. Upon failure of Borrower to make any payment of principal or interest within 10 days after the due date thereof, Borrower agrees to pay a late charge equal to five percent (5%) of the total amount of the delinquent payment. In the event that Borrower fails to pay any amount of principal or any other amount (other than interest) payable by it hereunder when due, whether by acceleration, at the stated maturity, or otherwise, then Borrower shall pay interest on any such amount, until the same is paid in full, at a default interest rate per annum equal to the Prime Rate plus six percent (6%).

Section 1.5. **Fee.** Borrower shall pay to the Bank a nonrefundable commitment fee in the amount of \$10,000, whether or not the Closing Date occurs.

Section 1.6. **Method of Payment.** Whenever any payment of principal or interest to be made hereunder or under the Note becomes due on a Saturday, Sunday, or public holiday or the equivalent for banks generally under the laws of the District of Columbia (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the amount of interest then to be paid. All payments and prepayments hereunder shall be made to the Bank at its address stated on the first page hereof, in such money of the United States as at the time of payment shall be legal tender for the payment of public and private debts and in immediately available funds. Each payment shall be received by the Bank no later than 2:00 p.m. Eastern Time, and any payment received after such time shall be treated as received on the next Business Day. Borrower authorizes the Bank to debit its operating account for the payments.

## ARTICLE II

Section 2.1. **Collateral.** To secure repayment to the Bank of all principal under the Note and the interest payable on such amounts, and to secure all other obligations of Borrower to the Bank hereunder, each of Borrower, DNC and Federal hereby assigns, conveys and grants to the Bank a security interest in the following collateral (the "Collateral") now owned or hereafter acquired by it and in its expectancy to acquire such collateral in the ordinary course of its business and affairs to secure all obligations hereunder and under the Note:



(i) all rights of Borrower, DNC and Federal, to the receipt of funds constituting payments from the Presidential Election Campaign Fund established by 26 U.S.C. §9006(a) and the separate account maintained pursuant to 26 U.S.C. §9008(a) to which any or all of Borrower, DNC and Federal are or become entitled pursuant to 26 U.S.C. §9008(b) and 11 CFR Part 9008, Subpart A, including, without limitation, accounts, general intangibles, and instruments evidencing any such rights; and

(ii) all cash and non-cash proceeds of the foregoing, including, without limitation, checks or other instruments payable to Borrower, DNC, or Federal.

**Section 2.2. Conditions Precedent.** The Bank's obligations under Section 1.1 hereof shall be subject to the fulfillment of all of the following conditions precedent in manner and form satisfactory to the Bank and its special counsel, upon fulfillment of which the Bank shall execute and deliver this Agreement (the date on which the Bank so executes and delivers this Agreement is the "Closing Date"):

(a) Borrower shall have delivered to the Bank

(i) an opinion of Borrower's counsel in form and substance satisfactory to the Bank;

(ii) duplicate originals of this Agreement and of the Disclosure Letter (see Sections 3.4, 3.6 and 4.4), duly executed by Borrower;

(iii) the Note, duly executed by the Borrower;

(iv) copies of a resolution of the board of directors of Borrower and of other approvals or other actions necessary under its organization or governance documents

- 6 -

for authorization of the execution, delivery and performance by Borrower of this Agreement and the Note issued by it;

(v) in-house prepared financial statements for DNC's fiscal year end 2001, with a certification as to accuracy by the Chief Financial Officer of DNC.

(vi) a copy of Borrower's current statement of organization as filed by it under Section 303 of the Federal Election Campaign Act of 1971, as amended (the "FEC Act");

(vii) a Guaranty Agreement in the form attached as Exhibit B, executed by DNC and Federal;

(viii) Schedule 1, as executed and sent to addressees;

(ix) UCC-1 Financing Statement, executed by Borrower and DNC;

and

(x) the Commitment Fee.

(b) There shall not have occurred any Event of Default or event which, with due notice or lapse of time or both, would constitute an Event of Default ("Incipient Default") under this Agreement.

### ARTICLE III. WARRANTIES AND REPRESENTATIONS

Section 3.1. **Organization.** Each of Borrower and Federal hereby warrants and represents that it is a nonprofit corporation validly organized, existing and in good standing under the laws of, and with an office, its financial and other records and its principal place of business in, the District of Columbia and no offices in any other jurisdiction; that it is a national "political

- 7 -

committee," as defined in Section 301(4) of the FEC Act or an affiliated committee, as applicable; that it and DNC are registered with the campaign finance authorities of any state in which it has federal political activity to the extent required by state law; and that it and DNC have filed with the Federal Election Commission ("FEC") or custodians for FEC as designated in the FEC Act all required registrations and reports in order to be in compliance with applicable requirements of the FEC Act and regulations thereunder.

**Section 3.2. Authority; Approvals.** Each of Borrower, DNC, and Federal hereby warrants and represents that with respect to itself the Persons executing this Agreement and the Note on behalf of Borrower and this Agreement on behalf of DNC and Federal are duly authorized by Borrower, DNC, and Federal, respectively, all necessary resolutions or other authorizing acts and documents having been issued, to enter into this Agreement, to issue the Note, and to bind Borrower, DNC, and Federal to perform this Agreement and with respect to Borrower, the Note in accordance with their respective terms; that the execution and performance of this Agreement and the Note are within the duly authorized powers of Borrower and, with respect to this Agreement, DNC and Federal, do not contravene any law, rule, or regulation applicable to Borrower or DNC or Federal, any organizational documents, by-law or rule governing Borrower or DNC or Federal, or any contractual obligation binding upon Borrower or DNC or Federal; that the lawful execution, delivery and performance of this Agreement, the Guaranty Agreement and the Note do not require any filing with, notice to (except for subsequent filings of Schedule C-1) or approval by the FEC or any other governmental entity, and that this Agreement and, when issued, the Note, shall be valid, legal and binding obligations of Borrower

and, as applicable, DNC and Federal, and the Guaranty Agreement is a valid, legal and binding obligation of DNC and Federal, enforceable against Borrower, DNC, Federal, and the Collateral, as applicable, in accordance with their respective terms, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization, fraudulent conveyance, fraudulent transfer or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which limit the availability of equitable remedies (whether in a proceeding at law or in equity).

Section 3.3. No Default. Each of Borrower, DNC, and Federal hereby warrants and represents that no event has occurred and no condition exists which, upon the execution of this Agreement, would constitute an Event of Default or Incipient Default hereunder, nor is either Borrower, DNC, or Federal in material default under any other agreement, organizational document, statement of policy, by-law or other instrument to which it is a party or by which it may be bound.

Section 3.4. Litigation. There are no actions, suits, investigations or proceedings pending or, to the knowledge of Borrower or DNC or Federal, threatened against or affecting Borrower or DNC or Federal or the properties of Borrower or DNC or Federal before any court or governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Borrower or DNC or Federal, would have a material adverse effect on the financial condition, properties or operations of Borrower or DNC or Federal, except as disclosed in the disclosure letter dated this date and delivered to the Bank herewith (the "Disclosure Letter").

**Section 3.5. Financial Condition.** The financial statements of DNC, and Federal provided to the Bank as of the end of and for their last fiscal year and any subsequent quarters and months are correct and complete and present fully and fairly the financial condition and results of operations of DNC, and Federal on a combined basis to the best knowledge of the officers and staff of Borrower, DNC, and Federal executing this Agreement, and there has been no material adverse change in the financial condition of Borrower, DNC, and Federal since the date of their last financial statements delivered to the Bank, except as disclosed in writing to the Bank.

**Section 3.6. Assets; Encumbrances.** Each of Borrower and, as applicable, DNC and Federal has good and marketable title to all of its assets as disclosed in its financial statements, free and clear of liens or encumbrances in favor of any Person other than the Bank, except as disclosed in its financial statements or as disclosed in the Disclosure Letter, and there exist no security interests or encumbrances, except in favor of the Bank, on any of the Collateral.

#### **ARTICLE IV. COVENANTS**

At all times until all obligations of the Borrower, DNC, or Federal to the Bank hereunder have been fully satisfied:

**Section 4.1. Records; Reports.** Each of Borrower, DNC, and Federal shall keep full and accurate records of all money, instruments, securities and other personal property received by or on behalf of Borrower or Federal in response to fundraising efforts or otherwise, and shall permit the Bank or any of its agents to call at Borrower's, DNC's, and Federal's office or offices with reasonable advance notice at reasonable times and intervals and, without hindrance or delay, to

- 10 -

inspect, audit and review such records or any other documents relating to them. The Borrower also shall, without limitation, deliver to the Bank:

(a) within 150 days after the close of each fiscal year of the Borrower beginning with fiscal year 2001, financial statements, including a balance sheet, income statement, statements of financial condition and cash flows, and reconciliation of net worth, for the accounts of DNC and Federal on a combined basis, prepared in accordance with generally accepted accounting principles applied on a consistent basis, audited by independent certified public accountants of national standing and acceptable to the Bank, and attested as to accuracy by an officer of Borrower;

(b) within 30 days after the filing of any report with the FEC, copies of each report so filed;

(c) within 15 days after the close of each month, in-house monthly operating statements for Borrower, DNC, Federal and DNC Non-Federal Programs, Inc., operations; and

(d) such other financial statements and reports regarding Borrower's, DNC's, and Federal's operations and financial condition as the Bank may reasonably request in writing.

**Section 4.2. Prohibition on Other Indebtedness.** Each of Borrower, DNC and Federal agrees that it shall not create, incur, assume or become liable in any manner for any indebtedness other than indebtedness to the Bank, except for (a) normal trade debts incurred in

the ordinary course of Borrower's business and (b) existing indebtedness disclosed to the Bank in writing and acknowledged by the Bank prior to the date of this Agreement.

Section 4.3. Prohibition of Liens, and Sales of Assets. Each of Borrower, DNC and Federal agrees that it shall not

(a) grant, suffer or permit any contractual or noncontractual lien on or security interest in its assets, except in favor of Bank and except as permitted in a document signed by the Bank, or fail to promptly pay when due all lawful claims, whether for labor, materials or otherwise; or

(b) sell or otherwise dispose of any of its assets except in the ordinary course of business, except in the case of any sale or other disposition for fair market value the proceeds of which are delivered to the Bank to permanently reduce the principal amount of the Note or any other obligation owed by Borrower to the Bank.

Section 4.4. Protection of Rights. Each of Borrower, DNC, and Federal agrees that, upon request by the Bank, it shall execute and deliver any financing statements, assignments, instruments and similar documents that may reasonably be deemed by the Bank to be necessary for the protection of the Bank's rights hereunder; provided, however, that this provision is not intended to require Borrower, DNC, or Federal to grant to the Bank any new or additional rights not contemplated by this Agreement.

Section 4.5. Good Standing; Maintenance of Office and Records; Insurance. Each of Borrower, DNC, and Federal agrees that it shall maintain its status as a political committee under the FEC Act. Each of Borrower, DNC, and Federal agrees that it shall comply

- 12 -

with all registration and reporting requirements and all other applicable requirements of the FEC Act and regulations thereunder; that it shall not remove its office and principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the Bank; and that it shall maintain its assets in good operating order and shall maintain insurance upon its assets and operations, with responsible insurers acceptable to the Bank, of types and in amounts customarily carried by prudent organizations engaged in operations similar to those of such Borrower.

**Section 4.6. Deposit Accounts.** Each of Borrower, DNC, and Federal shall maintain at the Bank all of its deposit accounts other than deposit accounts required by law, regulation, or operational necessity to be maintained elsewhere, which other accounts are identified in the Disclosure Letter, and each of Borrower, DNC, and Federal shall notify the Bank prior to opening any deposit account elsewhere. Borrower shall deliver a notice to the FEC and the U.S. Treasury Department, substantially in the form of Schedule 1 hereto that all funds identified in Section 2.1(i) hereof shall be deposited only in its account at the Bank identified on Schedule 1. Promptly upon its receipt of any funds constituting federal revenues arising out of its fundraising efforts, each of Borrower, DNC, and Federal shall deposit or cause to be deposited all such funds in the appropriate separate demand deposit accounts.

**Section 4.7. Fundraising Efforts.** Each of Federal and DNC shall use its best efforts to make periodic mailings and conduct other fundraising efforts consistent with, or similar to, its past efforts.



Section 4.8. Legal Compliance. Borrower, DNC, and Federal shall comply in all material respects with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or to its officers (in their capacity as officers of Borrower, DNC, or Federal) or assets.

Section 4.9. Reports; Notices. Each of Borrower, DNC, and Federal shall deliver written notice to the Bank, immediately upon its receiving notice or knowledge, of any pending or threatened action or other matter of the type described in Section 3.4 hereof and of any condition or event that constitutes an Event of Default or a material adverse change in the financial condition of Borrower.

Section 4.10. Defense of Security Interest. Borrower, DNC, and Federal shall defend the Bank's security interests in the Collateral hereunder against all claims and demands of any Person claiming any interest therein equal or superior to that of the Bank. In addition Borrower shall, and DNC and Federal shall cause Borrower to, prepare and file all application statements, registration statements, reports and other requirements imposed under 11 CFR Part 9008 in order to assure payment to Borrower of funds constituting the Collateral, and shall promptly deliver to the Bank copies of all filings.

## ARTICLE V

Section 5.1. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

- 14 -

(a) failure by Borrower to pay or cause to be paid when due under this Agreement and the Note, or under any other promissory note issued by Borrower to Bank, any amount required to be paid by Borrower;

(b) failure by Borrower to perform any other material covenant, condition or agreement which it is obligated to perform hereunder or under any other instrument or agreement binding upon it or its assets, including, without limitation, under any other instrument or agreement with the Bank, if such failure shall continue for more than 10 days;

(c) the making or delivering by Borrower, DNC, or Federal to the Bank of any materially false representation, warranty, opinion or certificate as set forth in this Agreement or otherwise made in connection with this Agreement;

(d) the entry of a judgment, decree or order against Borrower, DNC, or Federal by any court of record for the payment of any sum of money in excess of \$200,000 or prohibiting it from performing any covenant or other obligation hereunder or attaching any material portion of the assets of Borrower, DNC, or Federal if such judgment, decree or order remains unstayed, unbonded, or undismissed for a period in excess of 15 days;

(e) the occurrence, in the sole determination of the Bank, acting in good faith, of a material adverse change in the financial condition of Borrower, DNC, and Federal on a combined basis that would cause the prospect of payment of the Note to be impaired;

- 15 -

(f) any security interest or encumbrance granted herein in any material portion of the Collateral shall for any reason cease to be a valid and perfected security interest or encumbrance having first priority; or

(g) Borrower, DNC, or Federal shall become a debtor in a voluntary or involuntary case under the jurisdiction of any federal bankruptcy court, or any receiver, trustee, liquidator or similar official acquires possession of, or jurisdiction over the use of, any material portion of the assets of Borrower, DNC, or Federal if such possession or jurisdiction remains in effect and unstayed for a period in excess of 15 days.

**Section 5.2. Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the Bank may, by written notice to the Borrower, terminate any commitment to make Advances hereunder and declare the entire indebtedness outstanding under the Note immediately due and payable; and the Bank shall have all of the remedial rights of a creditor and secured party under this Agreement, the Note, the Uniform Commercial Code as enacted in the applicable jurisdiction governing this Agreement, and under other applicable law, including, without limitation, (a) the right to liquidate the Collateral (including, without limitation, the right to repossession without judicial process and without interference, resistance or delay by Borrower, DNC, or Federal) and apply the proceeds against the Borrower's obligations hereunder, (b) the right to apply to a court of equity for injunctive relief; (c) the right to require Borrower, DNC, or Federal to assemble the Collateral at a convenient place; and (d) the right, without notice to Borrower, DNC, or Federal (any such notice being expressly waived hereby) to set off and apply any or all money, instruments, credits or other assets of Borrower,

DNC, or Federal (including, without limitation obligations owed by the Bank to Borrower, DNC, or Federal) against any obligations of Borrower to the Bank under this Agreement irrespective of whether the Bank has made any demand hereunder or under the Note and although such obligations may be unmatured. The Bank shall, after deducting all costs or expenses of every kind for administration or enforcement of this Agreement or otherwise, apply the residue of the Collateral first to the payment of interest due under the Note, second to the payment of principal due under the Note, third to the payment of any unpaid fees hereunder, fourth to the payment of obligations of Borrower, DNC, or Federal under any other instrument or agreement with Bank, and fifth, if there be any surplus remaining, to Borrower, DNC, or Federal, as appropriate; provided, however, that if the value of the Collateral is insufficient to pay all such expenses, interest, principal, and fees, Borrower, DNC, and Federal shall remain liable for any deficiency. Upon the occurrence and during the continuance of any Event of Default, the Bank is further authorized to transfer any Collateral to its own name or that of its nominees. The Bank shall not have any duty with reference to any Collateral in its possession other than to use reasonable care in the custody and preservation of such Collateral, which duty shall not include any steps to preserve rights against prior parties or to send notices, perform services, or take any action in connection with the management of the Collateral. The Borrower, DNC, and Federal shall bear all risks of diminution or depreciation of the Collateral upon and after the occurrence of any Event of Default, and the Bank shall have the right, in its sole discretion, to delay or refrain from selling or otherwise disposing of the Collateral.

Section 5.3. **Exercise of Remedies.** No right, remedy or power conferred upon or reserved to the Bank under this Agreement or the Note or arising out of this Agreement or the Note is intended to be exclusive of any other available right, remedy or power, but each and every such right, remedy or power will be cumulative and will be in addition to any other right, remedy or power given under this Agreement or the Note or now or hereafter existing at law or in equity or by statute. No delay or omission by the Bank to exercise any right, remedy or power accruing upon any Event of Default will impair any such right, remedy or power or be construed to be a waiver thereof, unless such waiver is in writing, signed by the Bank, and then only to the extent set forth therein. Any right, remedy or power of the Bank hereunder may be exercised from time to time and as often as may be deemed expedient by the Bank, and a waiver by the Bank on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the Bank to exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 5.4. **Fees and Expenses; Indemnification.** In the event that the Bank should engage attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Note, Borrower agrees that it will on demand pay to the Bank the reasonable fees of such attorneys and such of other expenses so incurred, whether or not suit is brought. Each of Borrower, DNC, and Federal also agrees to indemnify and hold harmless the Bank against any

- 18 -

costs, expenses, fees, liabilities or penalties incurred by it arising out of the FEC Act or regulations thereunder and relating in any way to this Agreement.

## ARTICLE VI. MISCELLANEOUS

Section 6.1. Choice of Law; Interpretation. This Agreement is governed by and shall be construed in accordance with the laws of the District of Columbia. Article and Section headings used herein are for convenience only and shall not affect the construction or interpretation of this Agreement. Use of the singular shall include the plural, and vice versa, whenever appropriate to protect the interests of the Bank; the conjunctive shall include the disjunctive, and vice versa, whenever so appropriate, and masculine, feminine, and neuter pronouns shall be considered interchangeable. Specification of any section or subsection herein shall be deemed to include specification of any exhibit or appendix referred to therein. Each party to this Agreement has participated in its drafting, and this Agreement shall be interpreted without reference to any rule of construction providing for interpretation of documents against the Persons drafting them. As used herein, "Person" includes any individual, corporation, trust, partnership, association, or other legal entity, and any government or agency or department or division thereof.

Section 6.2. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given (a) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the Bank or the Borrower as each is stated herein, whichever is appropriate, or (b) when delivered by hand delivery to any officer of the Borrower or when sent to the Bank or the

- 19 -

Borrower by facsimile with receipt confirmed. The Bank and the Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificates or other communications shall be sent.

Section 6.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.4. Counterparts. Two or more duplicate originals of this Agreement may be signed by the parties, each of which will be an original but all of which together shall constitute one and the same agreement.

Section 6.5. Costs and Expenses. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees of the Bank's special counsel and recordation and filing fees or taxes, incident to the preparation and execution of this Agreement and of any other documents issued, prepared or filed in connection herewith, whether or not the Closing Date occurs or any Advance is requested hereunder.

Section 6.6. Binding Effect; Modification. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that none of the Borrower, DNC, or Non-Federal may assign or transfer its rights hereunder or any interests herein without the prior written consent of the Bank. This Agreement and its Exhibits, together with the provisions of the Note and other documents specifically identified herein, constitute the final, complete and exclusive agreement between the parties hereto relating to the subject matter hereof, and no amendment or waiver of any provision of this Agreement or the Note nor consent

to any departure by the Borrower, DNC, or Federal therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank, the Borrower, DNC, and Federal and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 6.7. Borrower Member. No officer, member, employee, or agent of Borrower, DNC, or Federal will be individually or personally liable or responsible for the repayment to the Bank of any amount drawn under the Line of Credit or for interest thereon.

Section 6.8. Arbitration; Venue; Service. Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the administration of and the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No provision of this Section shall limit the right of any party to exercise self-help



remedies such as setoff, foreclosure against or sale of any Collateral, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration proceeding. With respect to any matter not submitted to arbitration, each of Borrower, DNC, and Federal by accepting this Agreement hereby consents to venue and jurisdiction of any local or federal court located within the District of Columbia. Each of Borrower, DNC, and Federal also waives personal service of any process on each of Borrower, DNC, and Federal, its officers or registered agents, and consents that such process shall be made by certified mail, return receipt requested, directed to Borrower, DNC, or Federal as applicable, at the address above, and service so made shall be deemed completed within ten (10) days after it has been mailed. Borrower, DNC, Federal, and the Bank, after receiving the advice of their respective counsel, waive trial by jury in all litigation in any court arising out of this Agreement, the Note, or any other documents executed in connection with this Agreement.

Section 6.9. **Power of Attorney.** The Bank is hereby irrevocably made, constituted and appointed by Borrower, DNC, and Federal as the true and lawful attorney for Borrower, for DNC, and for Federal to endorse the name of Borrower, DNC, or Federal, as applicable, upon any and all checks, drafts, money orders and other instruments which constitute Collateral hereunder.

Section 6.10. **Relationship of Parties.** The relationship of the Bank and the Borrower and the Bank and DNC and the Bank and Federal under or arising in any way out of this Agreement is limited to creditor and secured party, in the case of the Bank, Obligor and Debtor (as defined in §9-105(d) of the Uniform Commercial Code), in the case of Borrower, and ...

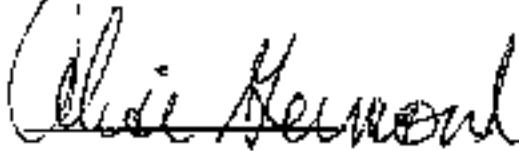
- 22 -

Debtor (as defined in §9-105), in the case of DNC and Federal. The Bank is not undertaking hereunder to provide financial or other advice to the Borrower, DNC, and Federal and in no way assumes any fiduciary obligations to the Borrower, DNC, or Federal.

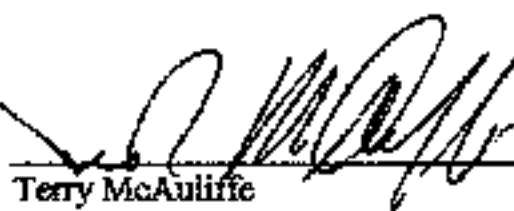
IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of the date stated on the first page hereof.

2004 DEMOCRATIC NATIONAL  
CONVENTION COMMITTEE, INC.

Attest:



BY:

  
Terry McAuliffe  
President

By:

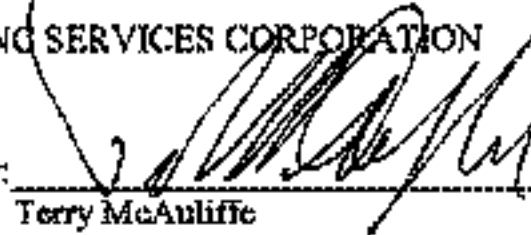
  
Andrew Tobias  
Treasurer

DNC SERVICES CORPORATION

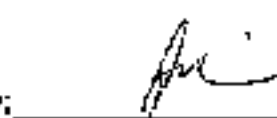
Attest:

  
Chad Gernand  
Assistant Secretary

By:

  
Terry McAuliffe  
President

By:

  
Andrew Tobias  
Treasurer

- 23 -

DEMOCRATIC NATIONAL COMMITTEE  
(AN UNINCORPORATED ASSOCIATION)

By: 

Terry McAuliffe  
National Chairman

By: 

Andrew Tobias  
Treasurer

BANK OF AMERICA, N.A.

By: 

Kenneth W. Crow, Jr.  
Senior Vice President

## COMMERCIAL NOTE SECURED

\$750,000.00

Washington, D.C.  
August 9, 2002

FOR VALUE RECEIVED, the undersigned, 2004 Democratic National Convention Committee, Inc., (the "Borrower"), a nonprofit District of Columbia corporation with an office and principal place of business in the District of Columbia, promises to pay to the order of Bank of America, N.A. (the "Bank"), at its offices at 730 15th Street, NW, Washington, D.C. 20005-1012, the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (or such lesser amount as shall equal the aggregate unpaid principal amount of the advances made by the Bank pursuant to the Agreement defined below) together with interest on any and all principal amounts remaining unpaid hereunder from time to time. Payments of the principal hereunder shall be made to the Bank by the Borrower at its maturity on August 30, 2003.

Interest shall be paid upon the aggregate unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Bank's prime rate of interest published by the Bank from time to time as its "prime rate" ("the Prime Rate"), plus one percent (1%). Borrower acknowledges that the Prime Rate is not intended to be the lowest rate of interest charged by the Bank on any extension of credit to any customer. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payments of interest shall be made to the Bank, at its offices, on the last day of each month commencing with the month in which the first advance is made hereunder and continuing until this Note has been paid in full.

Upon failure of Borrower to make any payment of principal or interest within 10 days after the due date thereof, Borrower agrees to pay a late charge equal to five percent (5%) of the total amount of the delinquent payment. In the event that Borrower fails to pay any amount of principal or any other amount (other than interest) payable by it hereunder when due, whether by acceleration, at the stated maturity, or otherwise, then Borrower shall pay interest on any such amount, until the same is paid in full, at a default interest rate per annum equal to the Prime Rate plus six percent (6%).

EXHIBIT A

This Note is issued pursuant to a certain Credit and Security Agreement (the "Agreement"), dated this date, referred to above, among the Borrower, the Bank and the other parties named therein, and is entitled to the benefits thereof, including, without limitation provisions for prepayment, for payment of costs of enforcement, for late charges and a default rate of interest, for acceleration upon the occurrence of certain Events of Default, and for security interests, all as stated in the Agreement. The Borrower waives presentment, demand, notice of dishonor and notice of protest.

2004 DEMOCRATIC NATIONAL  
CONVENTION COMMITTEE, INC.

Attest:

BY: \_\_\_\_\_

Terry McAuliffe  
President

By: \_\_\_\_\_

Andrew Tobias  
Treasurer

**BANK OF AMERICA, N.A.  
CONTINUING GUARANTY**

In consideration of and to induce advances made or to be made, or other financial accommodations from time to time afforded or to be afforded to or at the request of 2004 Democratic National Convention Committee, Inc., a District of Columbia nonprofit corporation (hereinafter called the "Borrower"), by Bank of America, N.A., a national banking association with its principal office in North Carolina and with offices located at 730 15th Street, NW, Washington, D.C. 20005, its successors or assigns (collectively hereinafter called the "Lender"), pursuant to a \$750,000 promissory note issued by Borrower (the "Note"), and a Credit and Security Agreement to which Lender, Borrower and Guarantor are parties, each dated as of the 9th day of August, 2002, (collectively hereinafter the "Loan Documents", copies of which have been delivered to Guarantor), the undersigned (collectively called "Guarantor") hereby unconditionally and jointly and severally guarantees and becomes surety for the full and prompt payment to the Lender at maturity, whether by acceleration or otherwise, and at all times thereafter of all indebtedness, obligations and liabilities of the Borrower to the Lender arising out of the Loan Documents, whether now existing or hereafter amended, direct or indirect, matured or unmatured, and whether absolute or contingent (all of which are hereinafter called the "Guaranteed Debt").

1. In the event the Borrower shall at any time fail to pay the Lender any principal of or interest on or other sums constituting any Guaranteed Debt at its maturity, whether by acceleration or otherwise, Guarantor promises to pay such amount to the Lender forthwith on demand, in the same manner as if the Guaranteed Debt constituted the direct and primary liability of Guarantor, this being a guaranty of payment rather than of collection.

2. In case of the occurrence of an event of default under the terms of any note evidencing the Guaranteed Debt or any other document or instrument pertaining thereto, or in case any dissolution, liquidation, bankruptcy, reorganization, receivership, assignment, debt arrangement or other proceeding under any bankruptcy or insolvency law or procedure is instituted by or against the Borrower, all Guaranteed Debt shall at the option of the Lender immediately become due and payable from Guarantor, and in any such event Guarantor hereby authorizes the Lender, without notice or demand, to appropriate and apply any property, balances, credits, deposits, accounts or moneys of Guarantor then in the possession of the Lender, or standing to the credit of Guarantor, to the payment of such Guaranteed Debt.

3. Guarantor hereby (a) agrees (i) to any modifications of any terms or conditions of any Guaranteed Debt and/or to any extensions or renewals of time of payment or performance by the Borrower or any guarantor; (ii) that it shall not be necessary for the Lender to resort to legal remedies against Borrower, against any collateral, or against any Guarantor before proceeding against any other Guarantor; and (iii) that no release of one or more of Guarantor or any other

**EXHIBIT B**

guarantor, whether by operation of law or by any act of the Lender, with or without notice to Guarantor, shall release any Guarantor; (b) waives notice of any election, acceptance, demand, protest, notice of protest and notice of default, presentment for payment, diligence in collection, and waives, to the extent permitted by law, all benefit of valuation, appraisement, and all exemptions under the laws of the District of Columbia, and/or any other state or territory of the United States; and (c) agrees, if the Guaranteed Debt is not paid in accordance with the terms hereof, to pay, in addition to all other sums of money due, all costs of collection including costs of suit and (whether or not suit is brought) the Lender's reasonable attorneys' fees and disbursements.

4. Guarantor's liability hereunder shall in no way be affected or impaired by any of the following (any or all of which may be done or omitted by the Lender without notice to anyone and irrespective of whether the Guaranteed Debt shall be increased or decreased thereby), namely: (a) any acceptance by the Lender of any security or collateral for, or other guarantors or obligors upon, any Guaranteed Debt; (b) any compromise, settlement, surrender, release, discharge, renewal, extension, alteration, exchange, sale, pledge or other disposition of, or substitution for, or indulgence with respect to, or failure, neglect or omission to realize upon, or to enforce, exercise or perfect any liens or right of appropriation or other rights with respect to any Guaranteed Debt or any security or collateral therefor, or any claims against any person or persons primarily or secondarily liable thereon; (c) the granting of credit from time to time by the Lender to the Borrower in excess of the amount to which the right of recovery under this Continuing Guaranty may be limited; or (d) any act of commission or omission of any kind or at any time upon the part of the Lender with respect to any matter whatsoever other than the execution and delivery by the Lender to Guarantor of an express written release or cancellation of this Continuing Guaranty. The Lender shall have the right to determine how, when and what application of payments and credits, if any, whether derived from the Borrower or any other source, shall be made on the Guaranteed Debt, and this Continuing Guaranty shall apply to and secure any ultimate balance that shall remain owing to the Lender.

5. No postponement or delay on the part of the Lender in the enforcement of any right hereunder shall constitute a waiver of such right and all rights of the Lender hereunder shall be cumulative and not alternative and shall be in addition to any other rights granted to the Lender in any other agreement, or by law. If any provision hereof shall be or shall be declared to be illegal or unenforceable in any respect, such illegal or unenforceable provision shall be and become absolutely null and void and of no force and effect as though such provision were not in fact set forth herein, but all other covenants, terms, conditions and provisions hereof shall nevertheless continue to be valid and enforceable and this Continuing Guaranty shall be so construed.

6. This Continuing Guaranty shall continue in force in any event for so long as the Borrower shall be indebted to the Lender under the Loan Documents, and until all Guaranteed Debt incurred or contracted shall have been fully and finally paid plus interest, costs, and attorneys' fees as above described.

7. Guarantor shall deliver Guarantor's financial statements, together with such supporting data and information as the Lender may reasonably require, to the Lender within 150 days after the end of each calendar year. In addition, Guarantor shall notify the Lender of any change of Guarantor's business address. Guarantor assumes the responsibility for being and keeping informed of the financial condition and results of operations of the Borrower and of all other circumstances bearing upon the risk of non-payment and non-performance of the Guaranteed Debt; and the Lender shall have no duty to advise Guarantor of information known to the Lender regarding such condition or any such circumstances.

8. Guarantor agrees that all claims of Guarantor against the Borrower, whether now existing or hereafter arising, are and shall be at all times subject and subordinate to the Guaranteed Debt, for so long as any Guaranteed Debt or such claim or claims shall exist. Guarantor agrees that Guarantor shall not, without the prior written consent of the Lender (a) receive any payment of or collect, in whole or in part, or sue upon, any claim or claims now or hereafter existing which Guarantor may hold against the Borrower, or (b) enforce any lien which Guarantor may now or in the future have on any of the Borrower's property, real or personal, as security for the payment of any debt or claim owing by the Borrower to Guarantor. The liability of Guarantor hereunder shall be reinstated and revived and the rights of the Lender shall continue if and to the extent that for any reason any payment by or on behalf of the Borrower or Guarantor is rescinded or must be otherwise restored by the Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, provided, however, that if the Lender chooses to contest any such matter at the request of Guarantor, Guarantor agrees to indemnify and hold the Lender harmless with respect to all costs (including, without limitation, attorney's fees) of such litigation. If Borrower becomes a debtor in a case under the Federal Bankruptcy Code and Guarantor is an "insider" as defined in such Code, Guarantor agrees, upon request by a debtor-in-possession or trustee (collectively "Official") for Borrower, to pay to the estate of Borrower an amount equal to any amount of Guaranteed Debt previously paid to the Lender by Borrower and reasonably contended by such Official to be avoidable under Section 547 of such Code.

9. Each Guarantor hereby warrants and represents to the Lender (a) that it is validly organized and existing under the laws of the District of Columbia and maintains its place of business in the District of Columbia; (b) that each person executing this Continuing Guaranty on behalf of Guarantor is duly authorized by Guarantor to enter into this Continuing Guaranty and to bind Guarantor to perform this Guaranty in accordance with its terms; (c) that the execution and performance of this Guaranty are within the duly authorized powers of Guarantor and do not contravene any law, rule, or regulation applicable to Guarantor, any organizational document, by-law or rule governing Guarantor, or any contractual obligation binding upon the Guarantor; (d) that the lawful execution, delivery and performance of this Continuing Guaranty do not require any filing with, notice to or approval by any governmental entity other than subsequent filings with the Federal Election Commission; (e) that it is not insolvent, within the meaning of the Federal Bankruptcy Code, at the time of or as a result of executing and delivering this Continuing Guaranty; and (f) that this Continuing Guaranty is a valid, legal and binding obligation of Guarantor enforceable in accordance with its terms.



10. This Continuing Guaranty shall be governed in all respects by the internal laws of the District of Columbia but excluding its choice of law rules and shall be binding upon and shall inure to the benefit to the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Continuing Guaranty and the Credit and Security Agreement identified in the first paragraph hereof constitute the entire agreement of the Lender and Guarantor with respect to its subject matter, and no provision hereof may be modified, altered, amended or waived except by a writing executed by the person against whom it is sought to be applied or enforced.

11. Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the administration of and the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No provision of this Section shall limit the right of any party to exercise self-help remedies such as setoff, foreclosure against or sale of any Collateral, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration proceeding. With respect to any matter not submitted to arbitration, Guarantor by accepting this Agreement hereby consents to venue and jurisdiction of any local or federal court located within the State of North Carolina or the State of Virginia. Guarantor also waives personal service of any process on each Guarantor, its officers or registered agents, and consents that such process shall be made by certified mail, return receipt requested, directed to such Guarantor, at its principal office, and service so made shall be deemed completed within ten (10) days after it has been mailed. Guarantor and Lender, after receiving the advice of their respective counsel, waive trial by jury in all litigation in any court arising out of this Agreement, the Notes, or any other documents executed in connection with this Agreement.

12. No officer, member, employee, or agent of either Guarantor will be individually or personally liable or responsible hereunder.

WITNESS the due execution and sealing hereof with the intent of being legally bound  
on 9th day of August, 2002.

DNC Services Corporation

Attest:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Terry McAuliffe  
President

By: \_\_\_\_\_  
Andrew Tobias  
Treasurer

DEMOCRATIC NATIONAL COMMITTEE  
(an unincorporated association)

By: \_\_\_\_\_  
Terry McAuliffe  
National Chairman

By: \_\_\_\_\_  
Andrew Tobias  
Treasurer

## Federal Election Commission

**ENVELOPE REPLACEMENT PAGE  
FOR INCOMING DOCUMENTS**

The Commission has added this page to the end of this filing to indicate how it was received.



Hand Delivered

Date of Receipt

11/10/02



First Class Mail

POSTMARKED



Registered/Certified Mail

POSTMARKED (R/C)



No Postmark



Postmark Illegible

Received from the House office of Records  
and Registration

Date of Receipt

Received from the Senate Office of Public  
Records

Date of Receipt



Other (Specify):

Postmarked

\_\_\_\_\_  
and/or Date of Receipt

Electronic Filing



PREPARER

11/10/02  
DATE PREPARED